

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

JEFFCO FIBRES, INC.)	
)	
Plaintiff,)	
v.)	Case No. 1:14-cv-13729
)	
CHARLES ODOM,)	
SLEEP PRODUCTS D2C, INC.,)	
)	
Defendants.)	

COMPLAINT

Plaintiff, JEFFCO FIBRES, INC., for its Complaint against Defendants SLEEP PRODUCTS D2C, INC. and CHARLES ODOM, states:

NATURE OF THIS ACTION

1. This is an action for damages arising out of Defendants' breach of a contract to pay money owed to Plaintiff Jeffco Fibres, Inc. in the form of unpaid accounts receivable.

PARTIES

2. Jeffco Fibres, Inc. is a Massachusetts corporation with its principal place of business in Webster, Massachusetts.

3. Sleep Products D2C, Inc. is a Florida corporation with its principal place of business, upon information and belief, in Texas.

4. Charles Odom is an individual currently residing, upon information and belief, in New Jersey or Florida.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332, as this is an action between citizens of different states and the amount in controversy exceeds \$75,000. Venue lies in this District under 28 U.S.C. § 1391(b) and (c).

6. This Court has personal jurisdiction over Defendants. Plaintiff entered into the contract at issue in Massachusetts, and Defendants have willfully engaged in activity that has caused and continues to cause harm to Plaintiff Jeffco Fibres, Inc., a Massachusetts resident, including but not limited to entering into and breaching said contract.

FACTS

7. On July 5, 2013, Sleep Products D2C, Inc. purchased the stock, including all assets and liabilities, of The Merrick Group and Merrick Group Capital 1, Ltd. via an Asset Purchase Agreement.

8. Sleep Products D2C, Inc. is owned by Charles Odom.

9. According to the Asset Purchase Agreement entered into by The Merrick Group, LLC, Merrick Group Capital 1, Ltd. and Defendants, Defendants agreed to subsume and pay all unpaid accounts receivable, which includes over \$830,000 in receivables owed to Jeffco Fibres, Inc.

10. Jeffco Fibres, Inc. previously supplied mattresses and foam topper pads used in adjustable beds manufactured by The Merrick Group, LLC and Merrick Group Capital 1, Ltd.

11. Defendants therefore owe Jeffco Fibres, Inc. in excess of \$830,000 in unpaid accounts receivable.

COUNT I – Breach of Contract

12. Jeffco Fibres, Inc. repeats the allegations above as if fully set forth herein.

13. The agreement by Defendants to subsume and pay all unpaid accounts receivable of The Merrick Group, LLC, Merrick Group Capital 1, Ltd. in its July 5, 2013 Asset Purchase Agreement is a contract.

14. Defendants' noncompliance with the agreement to pay all unpaid accounts receivable constitutes a breach of contract.

15. Defendants' breach of contract has caused Jeffco Fibres, Inc. damages in excess of \$75,000.

16. Defendants' breach of contract has caused Jeffco Fibres, Inc. further injury for which there is no adequate remedy at law.

17. Jeffco Fibres, Inc. complied with and fulfilled its obligations by supplying flexible polyurethane foam to The Merrick Group, LLC, Merrick Group Capital 1, Ltd. for the manufacture of its adjustable mattresses.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, JEFFCO FIBRES, INC., prays that this Court grant the following relief:

A. Entry of judgment in favor of JEFFCO FIBRES, INC. and against SLEEP PRODUCTS D2C, INC. and CHARLES ODOM in the amount of \$832,000 or such other amounts as is owed to Jeffco in unpaid receivables, plus statutory interest from the date the money became due and as it continues to accrue through the date of judgment, plus costs; and,

B. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Jeffco Fibres, Inc. requests a trial by jury on all claims and issues triable by jury.

Dated: September 29, 2014

Respectfully Submitted,

/s/ Ian J. McLoughlin

Ian J. McLoughlin (BBO# 647203)
SHAPIRO HABER & URMY LLP
Seaport East, Two Seaport Lane
Boston, Massachusetts 02210
Tel.: (617) 439-3939
Fax: (312) 439-0134
Email: IMcLoughlin@shulaw.com

James P. Lynch (*pro hac vice pending*)
WILLIAMS MONTGOMERY & JOHN LTD.
233 S. Wacker Drive
Suite 6100
Chicago, Illinois 60606
Tel.: (312) 443-3200
Fax: (312) 630-8500
Email: JPL@willmont.com

Attorneys for Plaintiff